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**UNITED STATES DISTRICT COURT**

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CRYSTAL REDICK, an individual,

Plaintiff,

v.

KENSHO 710 SANTA FE LLC,  
d/b/a KODO, a California limited  
liability company; and DOES 1 to 10,  
inclusive,

Defendants.

CASE No.:

**COMPLAINT**

1. VIOLATIONS OF THE  
AMERICANS WITH  
DISABILITIES ACT OF 1990, 42  
U.S.C. § 12181
2. VIOLATIONS OF THE UNRUH  
CIVIL RIGHTS ACT,  
CALIFORNIA CIVIL CODE § 51  
**DEMAND FOR JURY TRIAL**

Plaintiff Crystal Redick (hereafter “Plaintiff”) brings this action based upon personal knowledge as to herself and her own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigations of her attorneys.

**NATURE OF THE ACTION**

1. Plaintiff is a visually impaired and legally blind individual who requires screen-reading software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments who meet the legal definition of blindness in that they have a

1 visual acuity with correction of less than or equal to 20 x 200. Some blind people  
2 who meet this definition have limited vision. Others have no vision.

3 2. Plaintiff brings this Complaint to secure redress against KENSHO 710  
4 SANTA FE LLC D/B/A KODO, (hereafter “Defendant”), and DOES 1-10, for its  
5 failure to design, construct, maintain, and operate its website to be fully and equally  
6 accessible to and independently usable by Plaintiff. Defendant’s denial of full and  
7 equal access to its website, and therefore denial of its products and services offered  
8 thereby and in conjunction with its physical location, is a violation of Plaintiff’s  
9 rights under the Americans with Disabilities Act (“ADA”) and California’s Unruh  
10 Civil Rights Act (“UCRA”).

11 3. Because Defendant’s website, <https://www.kodo.la/> (the “website” or  
12 “Defendant’s website”), is not fully or equally accessible to blind and visually  
13 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction  
14 to cause a change in Defendant’s corporate policies, practices, and procedures so  
15 that Defendant’s website will become and remain accessible to Plaintiff and other  
16 blind and visually impaired consumers.

### 17 THE PARTIES

18 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the  
19 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped  
20 person, and a member of a protected class of individuals under the ADA, pursuant  
21 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth  
22 at 28 CFR §§ 36.101 *et seq.*

23 5. Defendant is a limited liability company with its headquarters in Los  
24 Angeles, California. Defendant’s servers for the website are in the United States.  
25 Defendant conducts a large amount of its business in California. The physical  
26 location where Defendant’s goods and services are sold to the public constitutes a  
27 place of public accommodation pursuant to U.S.C. § 12181(7)(B), as Defendant  
28 owns and operates a restaurant. Defendant’s restaurant provides to the public

important goods and services. Moreover, Defendant's website provides consumers access to the goods and services which Defendant offers in its brick-and-mortar restaurant. For example, Defendant's website allows for consumers to find the brick-and-mortar location, hours of operation, make reservations at Defendant's restaurant, find information about private dining, submit events inquiry, and subscribe to Defendant's newsletter. Moreover, in conjunction with the restaurant reservation process, Defendant's website also allows consumers to peruse Defendant's menus. Finally, Defendant's website allows consumers to access Defendant's social media webpages.

6. Plaintiff is unaware of the true names, identities, and capacities of each Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this complaint to allege the true names and capacities of DOES 1 to 10 if and when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each Defendant sued herein as a DOE is legally responsible in some manner for the events and happenings alleged herein and that each Defendant sued herein as a DOE proximately caused injuries and damages to Plaintiff as set forth below.

7. Defendant's restaurant is a public accommodation within the definition of Title III of the ADA, 42 U.S.C. § 12181(7)(B).

8. The website provides access to the goods, services, privileges, and advantages of Defendant's brick-and-mortar location, a place of public accommodation, by allowing consumers to make reservations for Defendant's restaurant through the website.

### **JURISDICTION AND VENUE**

9. Defendant is subject to personal jurisdiction in this District. Defendant has been and continues to commit the acts or omissions alleged herein in the Central District of California, that caused injury, and violated rights prescribed by the ADA and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in the Central District of California. Specifically, on

1 several separate occasions, Plaintiff has been denied the full use and enjoyment of  
2 the facilities, goods, and services of Defendant's website in Los Angeles County.  
3 The access barriers Plaintiff has encountered on Defendant's website have caused  
4 a denial of Plaintiff's full and equal access multiple times in the past and now deter  
5 Plaintiff on a regular basis from accessing Defendant's website. Similarly, the  
6 access barriers Plaintiff has encountered on Defendant's website have impeded  
7 Plaintiff's full and equal enjoyment of goods and services offered at Defendant's  
8 brick-and-mortar location.

9 10. This Court also has subject-matter jurisdiction over this action  
10 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise  
11 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1367.

12 11. This Court has personal jurisdiction over Defendant because it  
13 conducts and continues to conduct a substantial and significant amount of business  
14 in the State of California, County of Los Angeles, and because Defendant's  
15 offending website is available across California.

16 12. Venue is proper in the Central District of California pursuant to 28  
17 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and  
18 continues to conduct a substantial and significant amount of business in this District,  
19 Defendant is subject to personal jurisdiction in this District, and a substantial  
20 portion of the conduct complained of herein occurred in this District.

21 13. Defendant owns, operates, and maintains a brick-and-mortar  
22 restaurant location in the State of California. Defendant's brick-and-mortar  
23 location offers goods and services to the public. Defendant also offers the very  
24 goods and services that are offered in Defendant's place of public accommodation  
25 to the public through the website. Defendant's brick-and-mortar restaurant location  
26 is a place of public accommodation pursuant to 42 U.S.C. § 12181(7)(B), and  
27 Defendant's website is subject to the ADA because it provides methods by which  
28 consumers can access the goods and services offered in Defendant's restaurant

1 which is inaccessible to Plaintiff, a disabled screen-reader user.

2 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

3 14. The Internet has become a significant source of information, a portal,  
4 and a tool for conducting business, doing everyday activities such as shopping,  
5 learning, banking, researching, as well as many other activities for sighted, blind,  
6 and visually impaired persons alike.

7 15. In today's tech-savvy world, blind and visually impaired people have  
8 the ability to access websites using keyboards in conjunction with screen access  
9 software that vocalizes the visual information found on a computer screen. This  
10 technology is known as screen-reading software. Screen-reading software is  
11 currently the only method a blind or visually impaired person may use to  
12 independently access the internet. Unless websites are designed to be read by  
13 screen-reading software, blind and visually impaired persons are unable to fully  
14 access websites, and the information, products, and services contained thereon.

15 16. Blind and visually impaired users of Windows operating system-  
16 enabled computers and devices have several screen-reading software programs  
17 available to them. Some of these programs are available for purchase and other  
18 programs are available without the user having to purchase the program separately.  
19 Job Access With Speech, otherwise known as "JAWS," is currently the most  
20 popular, separately purchased and downloaded screen-reading software program  
21 available for a Windows computer.

22 17. For screen-reading software to function, the information on a website  
23 must be capable of being rendered into text. If the website content is not capable  
24 of being rendered into text, the blind or visually impaired user is unable to access  
25 the same content available to sighted users.

26 18. The international website standards organization, the World Wide  
27 Web Consortium, known throughout the world as W3C, has published Success  
28 Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1"

hereinafter). WCAG 2.1 are well-established guidelines for making websites accessible to blind and visually impaired people. These guidelines are adopted, implemented, and followed by most large business entities who want to ensure their websites are accessible to users of screen-reading software programs. Though WCAG 2.1 has not been formally adopted as the standard for making websites accessible, it is one of, if not the most, valuable resource for companies to operate, maintain, and provide a website that is accessible under the ADA to the public. Plaintiff seeks Defendant comply with WCAG 2.1 as a remedy. Plaintiff does not premise Defendant's violations of the ADA nor the Unruh Act on violations of WCAG 2.1. However, the Department of Justice ("DOJ") has issued guidance on how to make web content accessible to people with disabilities. The DOJ's guidance provides that: "Existing technical standards provide helpful guidance concerning how to ensure accessibility of website features. These include [WCAG] and the Section 508 standards, which the federal government uses for its own websites."<sup>1</sup> Accordingly, although not a sole basis to premise violations of the ADA and the Unruh Act on, WCAG "provide helpful guidance concerning how to ensure accessibility of website features."

19. Within this context, the Ninth Circuit has recognized the viability of ADA claims against commercial website owners/operators with regard to the accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in addition to the numerous courts that have already recognized such application.

20. Each of Defendant's violations of the Americans with Disabilities Act is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights Act provides that any violation of the ADA constitutes a violation of the Unruh Civil Rights Act. Cal. Civ. Code § 51(f).

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<sup>1</sup> <https://beta.ada.gov/resources/web-guidance/>



## FACTUAL BACKGROUND

21. Defendant offers the website to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical location. The goods and services offered by Defendant include, but are not limited to, the following: Defendant's Omakase menu which offers a seasonal appetizer, chef selection nigiri, seasonal small plates, shime, and dessert; Defendant's Izakaya menu including Gobo chips, swimming shishito, katsuobushi silk tofu, dashimaki, tsukemono, shrimp zume, yoshiko's chicken, braised jidori chicken, Nandan-zuke, and sakamushi; Defendant's sushi menu with offerings such as toro, maguro, hiramasa kingfish, salmon, madai sea bream, aji, halibut, hotate, takoashi octopus, ikura, and uni; Defendant's salad menu including eggplant tomato agebitashi, daizu bean salad, seaweed shiso salad, and gem lettuce Caesar; Defendant's robata menu including negima, tsukune, oyster, live scallop, grilled ebi, kurikara, kimo, spare ribs, charboiled rib-eye, tai snapper, and miso veggies; Defendant's shime menu with offerings such as mushi zushi, salmon ochazuka, and hot somen; and a dessert menu with items such as gelato fruit cup, bask cheesecake, miso chocolate brownie, shoyu ice cream, matcha ice cream and mochi doki. Furthermore, Defendant's website allows consumers to find the brick-and-mortar location, hours of operation, make reservations at Defendant's restaurant, find information about private dining, submit events inquiry, and subscribe to Defendant's newsletter. Moreover, in conjunction with the restaurant reservation process, Defendant's website also allows consumers to peruse Defendant's menus. Finally, Defendant's website allows consumers to access Defendant's social media webpages.

22. Due to Defendant's failure to properly code its website, Plaintiff has been and is still being denied equal and full access to Defendant's restaurant and the numerous goods, services, and benefits offered to the public through Defendant's website.

## THE WEBSITE BARRIERS DENY PLAINTIFF ACCESS

23. Plaintiff is a visually impaired and legally blind person, who cannot use a computer without the assistance of screen-reading software. However, Plaintiff is a proficient user of VoiceOver and uses it to access the internet. Plaintiff visited <https://www.kodo.la/> on September 3, 2022, and September 4, 2022, using the VoiceOver screen-reader. Plaintiff accessed the website on those dates to make reservations.

24. During Plaintiff's visits to Defendant's website, Plaintiff encountered multiple access barriers which denied Plaintiff full and equal access to the facilities, goods, and services offered to the public and made available to the public on Defendant's website. For example, Plaintiff encountered buttons which did not contain alternative text. To give some context, Plaintiff uses her keyboard to navigate websites, as she is not sighted and cannot use a mouse. When Plaintiff used her arrow keys to scroll down the website after entering the website her screen-reader encountered several buttons which did not contain alternative text. Plaintiff's screen-reader, and all screen-readers for that matter, read aloud a button that does not have alternative text as "button." Thus, Plaintiff was denied the ability to interface with those portions of the website that encapsulate buttons without alternative text because she was denied that ability to know what function the button supports. If Defendant coded its website so that these features contained alternative text, Plaintiff would have been able to decipher what features of the website are supported. However, Plaintiff could not understand what features these buttons support, nor could she orient herself well-enough on the website due to Defendant's coding failures. Because Plaintiff is legally blind and uses the VoiceOver screen-reader, she must rely on her keyboard to navigate webpages, including Defendant's website. As a result of Defendant's failure to ensure that its buttons feature are keyboard accessible to Plaintiff and code its website so that Plaintiff could properly orient herself as a sighted person, Plaintiff, a screen-reader user, could not make a



1 reservation preventing her from accessing Defendant's restaurant.

2 25. If Defendant had sufficiently coded the website to be readable by  
3 Plaintiff's screen-reader and accessible with her keyboard, Plaintiff would have  
4 been able to interact with these elements and complete a reservation as a sighted  
5 person could.

6 26. Accordingly, Plaintiff was denied the ability to access Defendant's  
7 website and make a reservation, a service which Defendant provides through the  
8 website in conjunction with its place of public accommodation, its restaurant,  
9 because Defendant failed to have the proper procedures in place to ensure that  
10 content uploaded to the website contains the proper coding to convey the meaning  
11 and structure of the website and the goods and services provided by Defendant.

12 27. Due to the widespread access barriers Plaintiff encountered on  
13 Defendant's website, Plaintiff has been deterred from accessing Defendant's  
14 website and Defendant's restaurant.

15 28. Despite Plaintiff's attempts to do business with Defendant on its  
16 website, the numerous access barriers contained on the website and encountered by  
17 Plaintiff, have denied Plaintiff full and equal access to Defendant's website and  
18 Defendant's restaurant. Plaintiff, as a result of the barriers on Defendant's website,  
19 continues to be deterred from accessing Defendant's website and Defendant's  
20 restaurant. Likewise, based on the numerous access barriers Plaintiff has been  
21 deterred and impeded from the full and equal enjoyment of goods and services  
22 offered in Defendant's restaurant.

23 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**  
24 **DEFENDANT'S RESTAURANT LOCATION TO SUBJECT THE**  
25 **WEBSITE TO THE REQUIREMENTS OF THE AMERICANS WITH**  
26 **DISABILITIES ACT**

27 29. Defendant's website is subject to the ADA because the goods and  
28 services offered on the website are an extension of the goods and services offered

1 in Defendant's brick-and-mortar restaurant. For example, the goods and the  
2 services which can be procured online are available for purchase in Defendant's  
3 brick-and-mortar restaurant. Thus, since the website facilitates access to the goods  
4 and services of a place of public accommodation, the website falls within the  
5 protection of the ADA because the website connects customers to the goods and  
6 services of Defendant's physical restaurant.

7 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

8 30. Due to the inaccessibility of the Defendant's website, blind and  
9 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully  
10 and equally use or enjoy the facilities and services Defendant offers to the public  
11 on its website. The access barriers Plaintiff has encountered have caused a denial  
12 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular  
13 basis from accessing the website.

14 31. These access barriers on Defendant's website have deterred Plaintiff  
15 from enjoying the goods and services of Defendant's brick-and-mortar restaurant  
16 which are offered through Defendant's website in a full and equal manner to sighted  
17 individuals. Plaintiff intends to visit the Defendant's website and brick-and-mortar  
18 location in the near future if Plaintiff could access Defendant's website as a sighted  
19 person can.

20 32. If the website were equally accessible to all, Plaintiff could  
21 independently navigate the website and complete a desired reservation, as sighted  
22 individuals do.

23 33. Plaintiff, through Plaintiff's attempts to use the website, has actual  
24 knowledge of the access barriers that make these services inaccessible and  
25 independently unusable by blind and visually impaired people.

26 34. The Defendant uses standards, criteria or methods of administration  
27 that have the effect of discriminating or perpetuating the discrimination against  
28 others, as alleged herein.

1           35. The ADA expressly contemplates the injunctive relief that Plaintiff  
2 seeks in this action. In relevant part, the ADA requires:

3           In the case of violations of ... this title, injunctive relief shall include  
4 an order to alter facilities to make such facilities readily accessible to  
5 and usable by individuals with disabilities .... Where appropriate,  
6 injunctive relief shall also include requiring the ... modification of a  
7 policy .... 42 U.S.C. § 12188(a)(2).

8           36. Because Defendant's website has never been equally accessible, and  
9 because Defendant lacks a corporate policy that is reasonably calculated to cause  
10 the Defendant's website to become and remain accessible, Plaintiff invokes 42  
11 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to  
12 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply  
13 with WCAG 2.1 guidelines for Defendant's website. The website must be  
14 accessible for individuals with disabilities who use desktop computers, laptops,  
15 tablets, and smartphones. Plaintiff seeks that this permanent injunction require  
16 Defendant to cooperate with the agreed-upon consultant to: train Defendant's  
17 employees and agents who develop the website on accessibility compliance under  
18 the WCAG 2.1 guidelines; regularly check the accessibility of the website under  
19 the WCAG 2.1 guidelines; regularly test user accessibility by blind or vision-  
20 impaired persons to ensure that the Defendant's website complies under the WCAG  
21 2.1 guidelines; and develop an accessibility policy that is clearly disclosed on the  
22 Defendant's website, with contact information for users to report accessibility-  
23 related problems and require that any third-party vendors who participate on the  
24 Defendant's website to be fully accessible to the disabled by conforming with  
25 WCAG 2.1.

26           37. If Defendant's website were accessible, Plaintiff could independently  
27 access information about the services offered and goods available for online  
28 purchase through Defendant's website and complete a reservation.

38. Although Defendant may currently have centralized policies regarding maintaining and operating Defendant's website, Defendant lacks a plan and policy reasonably calculated to make Defendant's website fully and equally accessible to, and independently usable by, blind and other visually impaired consumers.

**COUNT I**

41. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 40, inclusive, of this Complaint as if set forth fully herein.

1 that making such modifications would fundamentally alter the nature of such goods,  
 2 services, facilities, privileges, advantages or accommodations”; and “a failure to  
 3 take such steps as may be necessary to ensure that no individual with a disability is  
 4 excluded, denied services, segregated or otherwise treated differently than other  
 5 individuals because of the absence of auxiliary aids and services, unless the entity  
 6 can demonstrate that taking such steps would fundamentally alter the nature of the  
 7 good, service, facility, privilege, advantage, or accommodation being offered or  
 8 would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public  
 9 accommodation shall take those steps that may be necessary to ensure that no  
 10 individual with a disability is excluded, denied services, segregated or otherwise  
 11 treated differently than other individuals because of the absence of auxiliary aids  
 12 and services, unless the public accommodation can demonstrate that taking those  
 13 steps would fundamentally alter the nature of the goods, services, facilities,  
 14 privileges, advantages, or accommodations being offered or would result in an  
 15 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In  
 16 order to be effective, auxiliary aids and services must be provided in accessible  
 17 formats, in a timely manner, and in such a way as to protect the privacy and  
 18 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

19 44. Defendant’s location is a “public accommodation” within the meaning  
 20 of 42 U.S.C. § 12181 *et seq.* Upon information and belief, Defendant generates  
 21 millions of dollars in revenue from the sale of its amenities and services, privileges,  
 22 advantages, and accommodations in California through its location, related  
 23 services, privileges, advantages, and accommodations, and its website,  
 24 <https://www.kodo.la>, is a service, privilege, advantage, and accommodation  
 25 provided by Defendant that is inaccessible to customers who are visually impaired  
 26 like Plaintiff. This inaccessibility denies visually impaired customers full and equal  
 27 enjoyment of and access to the facilities and services, privileges, advantages, and  
 28 accommodations that Defendant makes available to the non-disabled public.

1 Defendant is violating the Americans with Disabilities Act, 42 U.S.C. § 12181 *et*  
 2 *seq.*, in that Defendant denies visually impaired customers the services, privileges,  
 3 advantages, and accommodations provided by <https://www.kodo.la>. These  
 4 violations are ongoing.

5 45. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights  
 6 set forth and incorporated therein, Plaintiff requests relief as set forth below.

## 7 **COUNT II**

### 8 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA** 9 **CIVIL CODE § 51 *ET SEQ.***

10 46. Plaintiff alleges and incorporates herein by reference each and every  
 11 allegation contained in paragraphs 1 through 45, inclusive, of this Complaint as if  
 12 set forth fully herein.

13 47. Defendant's location is a "business establishment" within the meaning  
 14 of the California Civil Code § 51 *et seq.* Upon information and belief, Defendant  
 15 generates millions of dollars in revenue from the sale of its services in California  
 16 through its location and related services, and <https://www.kodo.la> is a service  
 17 provided by Defendant that is inaccessible to customers who are visually impaired  
 18 like Plaintiff. This inaccessibility denies visually impaired customers full and equal  
 19 access to Defendant's facilities and services that Defendant makes available to the  
 20 non-disabled public. Defendant is violating the Unruh Civil Rights Act, California  
 21 Civil Code § 51 *et seq.*, in that Defendant is denying visually impaired customers  
 22 the services provided by <https://www.kodo.la>. These violations are ongoing.

23 48. Defendant is also violating the Unruh Civil Rights Act, California  
 24 Civil Code § 51 *et seq.* in that the conduct alleged herein likewise constitutes a  
 25 violation of various provisions of the ADA, 42 U.S.C. § 12101 *et seq.* Section 51(f)  
 26 of the California Civil Code provides that a violation of the right of any individual  
 27 under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

28 49. The actions of Defendant were and are in violation of the Unruh Civil



1 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to  
 2 injunctive relief remedying the discrimination.

3 50. Plaintiff is also entitled to statutory minimum damages pursuant to  
 4 California Civil Code § 52 for each and every offense.

5 51. Plaintiff is also entitled to reasonable attorneys' fees and costs.

6 52. Plaintiff is also entitled to a preliminary and permanent injunction  
 7 enjoining Defendant from violating the Unruh Civil Rights Act, California Civil  
 8 Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make  
 9 <https://www.kodo.la> readily accessible to and usable by visually impaired  
 10 individuals.

### 11 PRAYER FOR RELIEF

12 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment  
 13 in her favor and against Defendant as follows:

- 14 A. A preliminary and permanent injunction pursuant to 42 U.S.C. §  
 15 12188(a)(1) and (2) and section 52.1 of the California Civil Code  
 16 enjoining Defendant from violating the Unruh Civil Rights Act and  
 17 ADA and requiring Defendant to take the steps necessary to make  
 18 <https://www.kodo.la> readily accessible to and usable by visually-  
 19 impaired individuals;
- 20 B. An award of statutory minimum damages of \$4,000 per offense  
 21 pursuant to section 52(a) of the California Civil Code.
- 22 C. For attorneys' fees and expenses pursuant to California Civil Code §§  
 23 52(a), 52.1(h), and 42 U.S.C. § 12205;
- 24 D. For pre-judgment interest to the extent permitted by law;
- 25 E. For costs of suit; and
- 26 F. For such other and further relief as the Court deems just and proper.

27 ///

28 ///

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself, hereby demands a jury trial for all claims so triable.

Dated: October 13, 2022

Respectfully Submitted,

/s/ Binyamin I. Manoucheri

Thiago M. Coelho

Binyamin I. Manoucheri

**WILSHIRE LAW FIRM**

*Attorneys for Plaintiff*